

# **PROPOSED CONCESSIONAIRE AGREEMENT**

## **CONTENTS**

- Exhibit A: Performance required under the concessionaire agreement**
- Exhibit B: List of Equipment supplied by the Embassy**
- Exhibit C: Food Service Sanitation Guide**
- Exhibit D: Embassy Holiday schedule**
- Exhibit E: Food and Menu list (supplied by the provider)**

### **DEFINITIONS.** The following definitions pertain to this Agreement.

- **American Embassy Nouakchott:** “American Embassy Nouakchott” is interchangeable with “The Embassy” and “The US Embassy”.
- **Provider:** “Provider” means the individual or company that has entered into an Agreement with the Embassy. “Offer” means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant Agreement.
- **RSO:** Regional Security Office of the American Embassy.
- **GSO:** General Services Office of the American Embassy.
- **FSHP:** Foreign Service Health Practitioner.

## EXHIBIT A

### PERFORMANCE REQUIRED UNDER THE CONCESSIONAIRE AGREEMENT

#### I. **SCOPE OF WORK.**

The Provider shall establish and operate the food service facilities shown in Section II below, for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Management Officer or his/her authorized representative under this Agreement. This cafeteria is to be operated for the benefit of approximately 400 employees who will be occupants in the American Embassy, Nouakchott.

The Embassy shall not be held responsible for any variation in the employee population figure. The extent of occupancy is not guaranteed.

#### II. **DESCRIPTION OF FACILITIES**

A. Dining Facility. The dining facility is located on the Embassy compound at the Oasis Building, Nouakchott. It consists of a dining room and a food preparation area. The dining room is approximately 93.00 square meters. The food preparation area is a kitchen of approximately 102.00 square meters. There is a toilet adjacent to the dining facility.

B. Seating. Seating is available for 48 persons (12 tables) inside the dining room and for 12 persons (3 tables) on the adjacent terrace.

C. Performance History. Lunch has been catered in the past. Embassy staff have requested breakfast service and a varied lunch menu serving food for both American and local patrons. The current provider also provides catered lunches to the adjacent school which consists of approximately 40 lunches each school day. This would need to be negotiated separately with the School Director

#### III. **HOURS OF SERVICE**

A. Schedule. The Cafeteria will be open from Sunday through Thursday from 7:30 a.m. through 2:30 p.m., with full service required during the peak periods of 8:00 – 10:00 a.m. and 11:30 a.m. – 2:30 p.m. During the non-peak periods the cafeteria will offer, coffee, soft drinks, and cold snacks. The Cafeteria will be closed on official Embassy holidays. The 2011 holiday schedule is shown in Exhibit C, and a new list shall be provided at the beginning of each year. Once a month, the Provider will coordinate with the Community Liaison Office (CLO) to offer after hours social activities as determined by the CLO. Provider will be required to have a manager and employees on site available to make drinks and appetizer-type items available for purchase. This will generally occur on Thursdays from 4:00 p.m. until 7:00 p.m.

B. Schedule Modifications. The Management Officer may change the hours and days of operation to be consistent with changes in Embassy policy. Provider requests to modify hours or days of service shall be submitted to the Management Officer for approval at least five working days before required modifications. In addition to routine service, the Provider may also be approached by employees within the Embassy to cater evening meals, weekend

events, luncheons, and special events. All events held on the Embassy compound must be approved by the Embassy Management Officer and the Regional Security Officer (RSO) in advance.

#### **IV. RESPONSIBILITIES OF THE PROVIDER**

A. General. The Provider shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the Embassy while service is provided. The Provider shall obtain licenses and permits and observe all applicable building, health, sanitary, and other regulations and laws. The Provider shall:

- employ sufficient and suitable personnel;
- train personnel in good food safety and hygiene practices;
- secure and maintain insurance against fire, theft, flood, liability and for employee medical and employment expenses, as required by local law;
- maintain records;
- submit reports; and,
- observe other Agreement requirements.

The Provider shall pay each and every fee, cost, or other charge incident to or resulting from operations under the Agreement. The Provider shall exercise reasonable care in the use of space and U.S. Embassy-owned equipment. When the Agreement ends, the Provider will yield such space and equipment in as good condition as when received, except for:

- ordinary wear and tear; and
- damage or destruction beyond the Provider's control and not due to the Provider's fault or negligence.

#### **B. Service.**

(1) The Provider shall operate and manage the cafeteria in the Provider's name at the Embassy. The Provider shall remove any soiled dishes, provide clean dishes, and assure that tables and chairs are cleaned before each patron is seated. The dining facilities should leave a favorable impression of the Embassy to guests and employees. Space, facilities, and equipment provided by the Embassy must be consistently maintained in optimum condition and appearance.

(2) The majority of the food must be prepared onsite. Any items (such as fresh bread) prepared off-site should only be sourced from reputable providers.

#### **C. Menus.**

(1) The Provider shall provide a variety of quality-prepared foods and beverages at reasonable prices. The variety and appearance of food in the cafeteria on each operating day shall be consistent with approved food service standards and comparable for American business cafeterias. The Provider shall plan and advertise advance weekly menus through various Embassy media, in addition to posting daily menus near the service counter. The Provider shall make a reasonable effort to adhere to the range of menus and prices in its offer.

(2) If the Provider believes that a price increase is necessary, it shall notify the Management Officer in writing. This notification must be submitted at least thirty (30) days before the requested effective date of the increase. This submission must include justification for the increase. The Provider may submit the request for price adjustment using a percentage increase by menu category (entrees, vegetables, beverages, soups, desserts, etc.) or by listing individual items with the current price and the proposed new price.

(3) The Management Officer will review the requested price increase in a timely manner. If the Management Officer agrees with the increase, he/she will notify the Provider in writing. If the Management Officer requires additional information/justification, the Provider will be asked to provide that information. Once the Management Officer has the information necessary to make a decision, he/she will (1) approve the increase, (2) recommend an increase of a specific lesser amount, or (3) deny any increase.

(a) If a lesser amount of increase is recommended, the Provider may either accept that increase or submit a counter-offer. This procedure will continue until agreement is reached or either party notifies the other party in writing that no agreement is possible. If no agreement is reached, the Provider will either (1) continue providing the services at the current prices or (2) have the unilateral right to notify the Management Officer that it intends to terminate the Agreement. If the Provider notifies the Management Officer that it intends to terminate the Agreement, it must continue providing services for at least ninety (90) days from the date of termination notification.

D. Equipment and Utensils Provided by the Provider. Exhibit B provides a detailed list of the current cafeteria's inventory (equipment provided by the Embassy). The inventory is sufficient to run the cafeteria. However, if the provider wishes to provide additional equipment and/or utensils at their own expense, the Provider will be required to present samples and obtain the Embassy's approval.

#### E. Sanitation and Quality.

(1) The Provider shall serve tasty, appetizing, and quality food, under clean and sanitary conditions for a reasonable price.

(2) All foods shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency.

(3) Food must be handled and prepared in accordance with the food preparation guidelines provided by the Embassy (see Exhibit C). Regular inspections will be made by the General Services Officer (GSO) and the Foreign Service Health Practitioner. If the guidelines are not being followed, this may lead to termination of this agreement.

(4) Ingredients must be sourced from reputable establishments with high safety standards.

(5) Frequent hand washing with soap and clean water is mandatory and should be stressed to all employees. Employees should wash their hands after eating, smoking, drinking, sneezing,

blowing their nose and using the toilet; after touching unclean surfaces, rags, clothing, and handkerchiefs; and after handling raw meat, poultry, and seafood

(6) All employees assigned by the Provider to perform work under this cafeteria Agreement shall be physically able to do their assigned work and shall be free from communicable diseases.

(7) Health Exams: The Provider at his own expense shall have each employee receive the following health exams prior to employment and annually. The result of these exams will be given to the Embassy's Foreign Service Health Practitioner (FSHP) for review. No employee may work in the Cafeteria without the FSHP's approval.

- (a) Chest x-ray to screen for TB
- (b) Exam of Mouth, Lungs, and Skin
- (c) Stool Test for parasites

F. Personnel and Supervision.

(1) The Provider shall employ enough personnel to maintain sanitary conditions and satisfactory service that will ensure prompt and efficient service at all times. All employees shall be conscientious, neat, and courteous. The Provider shall at all times provide adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.

(2) The Provider shall employ a full-time manager unless the Provider is an individual.

(3) The Provider's employees shall wear a distinctive uniform as a means of identification when they are in the building. The Provider's employees shall wear hair nets and/or head covers when they are preparing and handling food. Legible nametags identifying each employee shall be displayed as part of the uniform.

(4) Workers should wear shoes that cover their feet while in the work areas. Sandals must not be worn.

(5) Employees of the Provider shall be fully capable of performing the type of work for which they are employed.

(6) The Provider shall provide adequately trained relief personnel to substitute for the regular employees when they are absent so that a high quality operation will be maintained at all times.

(7) The Provider and its employees shall comply with instructions pertaining to conduct and building regulations in effect for the control of persons in the building.

(8) The Provider is required to schedule an employee-training program that will continue for the duration of this Agreement and any extensions thereof, to ensure that employees perform their jobs with the highest standards of efficiency and sanitation.

(9) All articles found by the Provider, the Provider's agents or employees, or by patrons and given to the Provider, shall be turned in to the Management Officer as lost and found items.

(10) RSO security requirements: The Provider's employees shall be subject to a background investigation, to be conducted by the security office. Employee identification cards should be provided to the RSO for a security investigation at least two weeks before the employee is requested to start work. Employees shall be required to wear an embassy-issued identification badge while on the compound.

(11) Money handlers (cashiers) should not be handling money and serving food. The Provider should appoint a designated cashier (see also O. Billing Procedures).

G. Trash Removal. The Provider shall remove trash from the Cafeteria anytime that waste canisters are full or not less than once after every meal; whichever is greater. Trash should be placed in the Embassy trash collection area and is removed from the compound by the Embassy. Any alteration to this provision must be directed in writing by the Management Officer.

H. Rodent and Pest Control. The Provider shall maintain a clean work area free of any clutter, dirt or any material that would attract rodents and vermin. If the area is kept clean, the Embassy will provide pest control service free of charge. Any additional pest control products must be approved by the General Services Office before use.

I. Provider Performed Repairs. The Embassy will perform the preventive maintenance and repair of the equipment listed in Exhibit B. The Provider shall submit a work order to the General Services Office on the Embassy's standard form for all repair services.

J. Cleaning and Janitorial Services.

(1) The Provider shall furnish labor and supervision sufficient to maintain the cafeteria in a clean, orderly, and sanitary condition at all times.

(2) The Provider shall provide all cleaning supplies and equipment. Before beginning work, the Provider shall submit to the General Services Officer the brand names or manufacturer of any materials proposed for use in connection with the work of this Agreement. The General Services Officer may reject any material that would be unsuitable for the purpose, or harmful to the surfaces to which it is to be applied.

(3) The Provider shall perform cleaning and janitorial services on a regular schedule and shall meet the highest standards of sanitation common to the food service industry. The Provider shall use the cleaning schedule in Exhibit C (Food Service Sanitation Guide). The Management Officer may require increases in this schedule if conditions require more frequent cleaning.

(4) Failure to keep any of the facilities in a clean condition may result in the withdrawal of the privilege of using such facilities. In addition, the General Services Officer may have the facility cleaned by other means and charge the cost of such work to the Provider.

K. Security areas. The Provider shall be responsible for the security of all areas under the jurisdiction of the Provider. Designated employees shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights, air

conditioners and fans turned off, and doors locked when the cafeteria is closed. The Provider shall collect and return the key from Post One on a daily basis.

L. Hazardous conditions. The Provider shall eliminate unsanitary or hazardous conditions that are dangerous to anyone using the food facility. This shall include any employee or agent or representative to the Provider, Embassy employee or other patrons of the food service facility for any portion of the facility that is under the jurisdiction of the Provider.

M. Liability. The Embassy will not be responsible in any way for personal injury, damage or loss/occasioned by fire, theft, accident, or otherwise to the Provider's stored supplies, materials or equipment, or the employees' personal belongings. The Provider shall report any personal injury or physical damage to the building or equipment resulting from fire or other causes to the General Services Officer immediately.

Indemnification: The Provider expressly agrees to indemnify and to save the Embassy, its officers, agents, servants, and employees harmless from and against any claim, loss damages, injury and liability, however caused, resulting from or arising out of the Provider's fault or negligence in connection with the performance of work under this Agreement. Further, any negligence or alleged negligence of the Embassy, its officers, agents or servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Embassy, its officers, agents, servants, or employees is the sole competent and producing cause of such claim, loss, damages, injury or liability.

N. Fire and civil defense drills. The Provider shall notify the Post One at x4400 in the event of fire. All of the employees of the Provider shall be organized and trained to participate in fire and civil defense drills including the reporting of fires. This shall be accomplished with the cooperation of the General Services Officer and the Regional Security Officer.

O. Billing Procedures. In the interests of food handling safety, it is preferable to reduce the number of cash transactions. Historically customers have paid using a prepaid card system and/or credit. The details are negotiable. In any case, an employee must wash their hands after handling money.

P. Inventories:

The Provider will be asked to sign for the inventory of the Embassy-provided equipment and supplies located behind the counter in the kitchen, as listed in Exhibit B, of this Agreement. The Provider shall exercise reasonable care in the use of facilities, equipment, and supplies and return the same in good condition when the Agreement ends. The Provider shall not be liable for normal wear and tear or damage beyond its control. Should the Provider wish to install or use locked facilities it must obtain RSO's approval and leave keys at Post One.

## **V. RESPONSIBILITIES OF THE EMBASSY.**

A. Agreement to Operate the Facility. The Embassy agrees to grant to the Provider for twelve months the right to establish, manage, and operate a cafeteria in the American Embassy to prepare and sell food, nonalcoholic beverages and such other products as the Embassy may authorize. **The Embassy may exercise the right to extend the term of this contract for four option years by giving its preliminary written notice of intent at least**

**60 (sixty) days prior to the expiration of the base year contract or the first option year contract. The preliminary written notice does not commit the Embassy to an extension.**

B. The Embassy will provide space for operations under the Agreement, as indicated. It will provide adequate ingress and egress, including a reasonable use of existing corridors, passageways, driveways, and loading platforms. Vehicle access to the facility will be coordinated with the RSO. The Embassy will provide space cooling, space lighting, ventilation, and the utilities including electricity, water and trash disposal. In addition, the Embassy will:

(1) Make such improvements and alterations as it may deem necessary, including improvements and alterations necessary to conform to applicable sanitary requirements.

(2) Maintain and repair building structure in areas assigned for the Provider's use, including:

- painting and redecoration;
- maintenance of water, steam, sewer, and electrical lines;
- ventilation, electrical lighting fixtures (including relamping);
- floors and floor coverings; and
- walls and ceilings.

The Provider shall bear the expenses of repairs necessary because of negligence on the part of the Provider or its employees.

(3) At its own expense, provide, install, and permit the Provider to use the equipment listed, and additional equipment of a similar type when required for any expansion approved by the Embassy. The Embassy will replace equipment that it has provided, as it deems necessary. Subject to adequate operation and handling of equipment by the Provider, the Embassy will replace component parts of, and make repairs to such equipment.

C. Embassy-owned Equipment. Embassy-furnished equipment is listed in Exhibit B. The Embassy will provide all major equipment items as well as flatware, dishes and glassware.

## **VI. RIGHTS AND AUTHORITY OF THE EMBASSY**

A. Oversight. The Management Officer shall oversee the quality of the services provided by the Provider and the reasonableness of the prices charged. The Management Officer may advise the Provider from time to time of any source of dissatisfaction and request correction.

B. Public Space. The Embassy reserves the right to use dining areas and other public spaces at other than serving periods, for meetings of Embassy employees or other assemblies. After each use, Embassy personnel will clean and rearrange the space without expense to the Provider.

## **VII. RESTRICTIONS**

A. Equipment. Unless otherwise permitted by the Management Officer, the Provider shall not install equipment other than that specified in this Agreement or remove any U.S. Government-owned equipment from the premises. The Provider shall only use the property and the equipment in connection with this Agreement.



B. Patronage. The facilities and services provided in this Agreement are for the benefit and convenience of Embassy employees. Provider may also be expected to provide catered lunches to the adjacent school which consists of approximately 40 lunches each school day. The Management Officer or Regional Security Officer may regulate patronage from other sources.

C. Federal Holidays. No work shall be performed on Embassy holidays unless otherwise specified. Exhibit D provides a listing of scheduled American Embassy Holidays & Local Holidays.

B. Facilities. The physical facilities within the Embassy shall not be used in connection with operations not included in the Agreement.

## **VIII. TERMINATION**

This agreement may be terminated by written notice by the Embassy when it is in the best interests of the Embassy. This termination may be made for (1) cause, such as failure of the Provider to comply with the terms and conditions of this agreement, or (2) convenience of the Embassy. The Embassy is not required to give advance notice of termination. Upon termination, the Provider shall remove all of its property from the premises. The Embassy shall not be responsible for any loss or damage incurred by the Provider as the result of termination, including but not limited to losses due to spoilage of inventory, employee claims, personal property losses, and lost profits.

## **IX. DISPUTES**

If the Provider fails to reach agreement with an embassy employee (GSO, FSHP or Management officer) over any disputed issue resulting from this agreement, the sole remedy to both parties shall be referral of the disputed issue to the American Embassy official at one level above the embassy employee in the dispute. The official's ruling shall be considered final for both parties.

IN WITNESS WHEREOF, the parties have executed this contract.

\_\_\_\_\_  
Management Officer, US Embassy, Nouakchott

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Date

## **EXHIBIT B: U.S. GOVERNMENT-FURNISHED EQUIPMENT/MATERIALS**

### Large Items

COFFEE MAKER
DISPENSER, STEEL
DISTILLATOR, WATER
FREEZER
FREEZER
FREEZER, COMMERCIAL
FREEZER, COMMERCIAL
FRYER, DEEP, COMMERCIAL
GRILL
ICE MAKER
ICE MAKER
KIT.UTEN
OVEN
RANGE TOP/HOB UNIT, GAS
REFRIGERATOR, COMMERCIAL
REFRIGERATOR, LARGE
REFRIGERATOR, SMALL
SINK, KITCHEN

### Small Items

10 Cutting Boards
180 Coffee cups, 8oz
180 Cooler glasses
144 Tuxton plates 7½"
Mixer
Fryer NEMCO
Coffee maker
Waffle maker
4 Sauce pans 8½QT
Sandwich grill
2 Sauce pot 40QT
2 Electric Rice cooker
3 Toaster
54 Coffee cups and saucer
120 Plates
36 Plates
99 Plates
23 Soup bowls
12 REGO Plates
2 Sauce pots
2 Saute pan
2 Saute pans
2 Roast pans

2 Roast Pans
2 Saute pan
35 Acrylic glasses
1 Cutter French fries
1 Cappuccino maker
1 Calculator NEPA# 022022
2 FILE HOLDERS
2 Mixing bowls 20QT
2 Mixing bowls 16QT
2 Mixing bowls 8QT
2 Mixing bowls 4QT
6 Funnels
3 Frying pans
3 Frying pans
3 Frying pans
4 Sauce pans 2½ QT
4 bake pans
4 Sauce pans
4 Sauce pans 5QT
2 Mixing bowls ¾QT
2 Mixing bowls 1.5 QT
3 Frying pans 12"
3 Frying pans 14"
1 Colander 5QT
1 Colander 8QT
1 Colander 38cm
20 Covers
1 Press Hamburger
1 juicer
2 Coffee decanter 64oz
8 bowls S/S
1 card holder
60 Teaspoon
59 Salad Forks
60 Table Spoon
39 Iced tea spoons
60 Dessert spoons
60 Dessert Knives
24 Steak Knife
60 Place Spoons

## **Exhibit C**

### **Food Service Sanitation Guide (Summary)**

This is a brief summary of the food service preparation guide. The full text, with more detailed instructions on food preparation, food handling and sanitation, will be included in the final Agreement. The Foreign Service Health Provider (FSHP) will advise and answer questions about food health and safety as well as perform regular inspections.

#### **PERSONAL CLEANLINESS**

A. Wash hands and under nails with soap and water:

- Before you start work
- After visiting the toilet
- After clearing tables or emptying garbage
- After handling fresh meat, poultry, or seafood
- After blowing your nose, coughing or sneezing

B. Fingernails should be trimmed and clean.

C. Jewelry (rings and bracelets) should be removed prior to reporting to work station.

#### **REPORT TO SUPERVISOR IF SICK (INFECTIOUS DISEASE):**

- Dripping nose
- Sore throat
- Cuts or sores on hands, arms or face
- Diarrhea
- Cough
- Eye discharge

#### **HYGIENIC FOOD HANDLING INSTRUCTIONS**

- Keep perishable foods refrigerated or hot.
- Do not allow perishable foods to stand at room temperature for more than one (1) hour.
- Frozen foods should be defrosted in the refrigerator.
- Clean food preparation surfaces with soap and water and a sanitizing solution frequently.
- Follow instructions for washing dishes, glasses, and utensils.
- Follow instructions for equipment cleaning.
- Maintain good housekeeping.
- Fresh fruits, vegetables, and eggs must be washed with water and then soaked in a bleach solution (1tbsp/4 litres of water) for 15 minutes then rinsed in potable water

## Exhibit D

### HOLIDAYS SCHEDULE

The Cafeteria will be closed on the following official holidays observed by the American Embassy in 2011

<u>DATE</u>	<u>DAY</u>	<u>JOUR</u>	<u>AMERICAN HOLIDAY</u>	<u>FETE MAURITANIENNE</u>
Jan 1, 2011	Sat	<b>Sam</b>	New Year's Day	<i>Jour de l'An 2011</i>
Jan 2, 2011	Sun	<i>Dim</i>	<b>New Year's Day observed</b>	
Jan 16	Sun	<i>Dim</i>	<b>Martin Luther King's Day observed</b>	
Feb 15± <i>Birthday)</i>	Tue	<b>Mar</b>		<i>Id el-Mawlud (Prophet's</i>
Feb 20	Sun	<i>Dim</i>	<b>Presidents' Day observed</b>	
May 1 <i>Day)</i>	Sun	<b>Dim</b>		<i>Fête du Travail (Int'l Labor</i>
May 25 <i>Day)</i>	Wed	<b>Mer</b>		<i>Journée de l'Afrique (Africa</i>
May 29	Sun	<i>Dim</i>	<b>Memorial Day observed</b>	
Jul 4	Mon	<i>Lun</i>	<b>Independence Day</b>	
Aug 30±	Tue	<b>Mar</b>		<i>Id el-Fitr (End of Ramadan)</i>
Sep 4	Sun	<i>Dim</i>	<b>Labor Day observed</b>	
Oct 9	Sun	<i>Dim</i>	<b>Columbus Day observed</b>	
Nov 6±	Sun	<b>Dim</b>		<i>Id el-Adha or Tabaski</i>
Nov 10	Thu	<i>Jeu</i>	<b>Veterans Day observed</b>	
Nov 24	Thu	<i>Jeu</i>	<b>Thanksgiving Day</b>	
Nov 26± <i>Year)</i>	Sat	<b>Sam</b>		<i>1<sup>er</sup> Muharram (Muslim New</i>
Nov 28 <i>Mauritanienne</i>	Mon	<b>Lun</b>		<i>Fête Nationale</i>
Dec 25	Sun	<i>Dim</i>	<b>Christmas Day</b>	

## **EXHIBIT E**

**MENU AND PRICE LIST:** To be supplied by the Provider.